

341 Riverside Drive
Greenville, S. C.

29605

VOL 1655 PAGE 905

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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JUN 1 2 50
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, JAMES D. BENNETT, JR. and MARY ANN BENNETT

(hereinafter referred to as Mortgagor) is well and truly indebted unto SHIELDS K. WARREN and WILLIAM B. LONG, JR., as their respective interests exist therein

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of TWENTY THOUSAND and No/100-----

----- Dollars (\$ 20,000.00) due and payable according to the terms of the note of even date herewith for which this mortgage stands as security

with interest thereon from September 1, 1984 at the rate of 12% per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

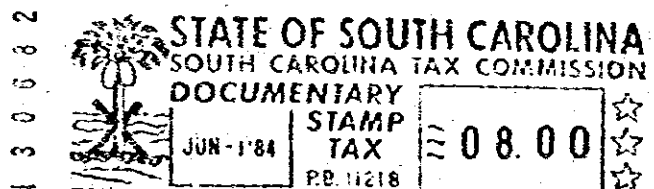
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, at the southeasterly corner of the intersection of Brookside Way and Marshall Court, known as a part of the property of Sue C. Ashmore, as shown on plat prepared by Dalton & Neves, Engineers, recorded in the RMC Office for Greenville County in Plat Book 00 at Page 281, and being further shown on a more recent plat by Freeland & Associates, dated May 31, 1984, entitled "Property of James D. Bennett, Jr. and Mary Ann Bennett", recorded in the RMC Office for Greenville County in Plat Book 10-R at Page 53, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern edge of Brookside Way at the joint front corner with property now or formerly belonging to J. D. Ashmore, Jr., and running thence along the common line of said lots, S. 25-30 E. 199.61 feet to an iron pin; thence turning and running S. 70-10 W. 85.70 feet to an iron pin on the eastern edge of Marshall Court; thence running along the eastern edge of Marshall Court, N. 23-51 W. 200.0 feet to an iron pin at the southeasterly intersection of Marshall Court and Brookside Way; thence running along the southern edge of Brookside Way, N. 70-47 E. 80.01 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deeds of William B. Long, Jr. and Shields K. Warren recorded herewith.

This is a second mortgage, junior in lien to that mortgage from James D. Bennett, Jr. and Mary Ann Bennett to American Federal Bank, F.S.B., dated May 31, 1984, and recorded herewith.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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